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*ALEXANDER URQUHART, Esq;*



THE Petitioners have by publick Advertisements aspersed Mr. *Urquhart* in an unprecedented Manner, though several of them cannot but be sensible of the real Favours Mr. *Urquhart* had done them.

NONE of them ever lent or advanced any Money to Mr. *Urquhart* for the Purposes in the Petition mentioned, as will appear by the true State of the Case between him and the several Petitioners.

ALL the Money received by Mr. *Urquhart* of any of them for buying *South-Sea* Stock for them, was subsequent to his Pledging his Stock to Sir *George Caswall* and Company, for that was the 8th of *April* 1720, and his Transactions with the Petitioners were in *May* and *June* following, therefore that Stock could not possibly be bought with their Money.

Mr. *Urquhart* never withdrew himself from his Creditors, or absconded in any respect whatsoever, as is scandalously and maliciously suggested in the Petition.

WHAT follows is a true State of the Case between him and each of the Petitioners.

*Imprimis.* Mr. *Alexander Gay* in *May* 1720, applied to Mr. *Urquhart* to buy him *South-Sea* Stock, but at the same time said he had but 700*l.* which he said would buy but a small Quantity, Stock being then at 350*l.* per Cent. But Mr. *Gay* prevailed with Mr. *Urquhart* to buy him 500*l.* Stock, which Mr. *Urquhart* did purely out of Friendship to Mr. *Gay*, and advanced and laid out of his Pocket for him 1035*l.* over and above Mr. *Gay's* 700*l.* And in three Days after Mr. *Gay* being Necessitous, Mr. *Urquhart* lent him 140*l.* so that in Reality Mr. *Gay* never advanced above 560*l.* All which appears by a Note under Mr. *Gay's* Hand. But when Stocks fell, and Mr. *Urquhart's* Affairs were in Confusion, Mr. *Gay* drew in Mr. *Urquhart* to give him a Bond for 2000*l.* till their Account could be settled. Mr. *Urquhart* hath paid above 300*l.* to and for Mr. *Gay*, and given him two Notes under his Hand for 100*l.* each, which he hath Endorsed, and paid away, and became bound to Captain *Robert Wilson*, another Petitioner, for 200*l.* for Mr. *Gay*, which Notes and Security Mr. *Urquhart* hath

*Urquhart* lent and  
paid for *Gay*  
l.

1035

140

300

100

100

200

1875

hath often offered to discharge upon Mr. Gay's settling and adjusting Accounts between them, and which when paid are more than is really due to Mr. Gay, that Stock not being sold, but pledged for 1800*l.* as Mr. Gay well knows; but Mr. Gay having got Mr. Urquhart's Bond, refuses to come to any Account with him, for which Reason above three Months ago Mr. Urquhart ordered his Solicitor to File a Bill in *Chancery* against him. Mr. Urquhart also offered to leave it to Arbitration. But Mr. Gay's Attorney put Mr. Urquhart's Solicitor off from time to time, by pretending Mr. Gay would meet and make an end of it, which was the Reason a Bill in *Chancery* was not Filed sooner; and Mr. Urquhart since Mr. Gay thus trifled with him, hath actually Filed a Bill against him.

2<sup>dly</sup>. Mr. John Goodwin in May 1720, apply'd to Mr. Urquhart, and press'd him to take 500*l.* of him, and lay it out in *South-Sea* Stock for him, which Mr. Urquhart did accordingly, and bought for Mr. Goodwin 150*l.* Stock, which Stock is worth now about 300*l.* with all the Additions and Dividends. And some Time in October 1720, Mr. Goodwin apply'd to Mr. Urquhart, and told him, he had been a great Sufferer by the Fall of the Bubbles carry'd on in that Year, and hoped that Mr. Urquhart would befriend him, and not let him lose the aforesaid 500*l.* and left it to Mr. Urquhart to do with him as he should think fit; whereupon out of Compassion and Friendship to Mr. Goodwin, Mr. Urquhart gave him his Bond for the aforesaid Sum of 500*l.* which, according to the Condition of the Bond, is not yet become payable.

3<sup>dly</sup>. Mr. James Ogilvie in June 1720, apply'd to Mr. Urquhart, and press'd him to take of him 600*l.* or thereabouts, to lay out in *South-Sea* Stock for him, which Mr. Urquhart did accordingly, and bought for Mr. Ogilvie about 100*l.* *South-Sea* Stock; and some Time in October 1720, Mr. Ogilvie apply'd to Mr. Urquhart, and desir'd him to take Compassion on him, he having lost what little Money he had besides in the Bubbles carry'd on in that Year. Some Time after, Mr. Urquhart assign'd his half Pay as Captain entirely to Mr. Ogilvie, subject to pay him the said 600*l.* which he ever since has and now does receive and enjoy for that Purpose; and afterwards Mr. Ogilvie complaining to Mr. Urquhart of his great Want of ready Money, Mr. Urquhart notwithstanding the Security he had given Mr. Ogilvie, as aforesaid, advanc'd and paid him in Money 140*l.*

4<sup>thly</sup>. Mr. David Gregory's Demand is upon a Bond given by Mr. Urquhart to the Reverend Mr. Gray, and afterwards assigned by Mr. Gray to Mr. Gregory. The Wife of Mr. Gray in May 1720, apply'd to Mrs. Urquhart to persuade Mr. Urquhart to take of her 700*l.* to lay out in *South-Sea* Stock, which Sum Mr. Urquhart did take and lay out in *South-Sea* Stock accordingly, and bought with the same 200*l.* *South Sea* Stock, and during the *Midsummer* Shutting in that Year Mr. Gray sold One hundred Pounds of that Stock at 1020*l.* per Cent. which Stock at the Opening of the Books Mr. Urquhart transferred to the Order of Mr. Gray, who told Mr. Urquhart that he received 1020*l.* for the same; and the remaining 100*l.* *South-Sea* Stock Mr. Urquhart sold for Mr. Gray to Mr. Walker for 1020*l.* per Cent. in part of which Sum Mr. Gray received 500*l.* which with the aforesaid Sum of 1020*l.* make together 1520*l.* so that Mr. Gray received 820*l.* Profit. The remaining Sum unpaid upon the last 100*l.* *South-Sea* Stock, Mr. Urquhart gave Mr. Gray a Bond for, Mr. Urquhart not doubting but Mr. Walker would have paid it, but instead of that he became Insolvent, and not able to pay the same.

5<sup>thly</sup>. Mr. William Cleland's Demand is for 500*l.* *South-Sea* Subscription at 600 or 700*l.* per Cent. for which Mr. Urquhart gave him Bond before the Parliament took Contracts into Consideration.

6<sup>thly</sup>. Mr. Robert Wilson's is a Bond given to relieve Mr. Gay of a Debt from him to Mr. Wilson.

7<sup>thly</sup>. Alexander Urquhart, Bookbinder, his Demand is from a Bond given in his own Name for a *South-Sea* Contract, in trust for Sir George Caswall and Company; and as Mr. Ur-



*Urquhart* has lost 10000 *l.* by them, by compounding his Debt, for which he had a Decree; he thinks himself not oblig'd to pay them 400 *l.* because *Sir George Caswall* and Company had it in their Right when they compounded with Mr. *Urquhart* and did not demand it.

8thly. *Edward Robinson* and *Mathew Andrews* are Persons Mr. *Urquhart* never heard of before.

9thly. *Alexander Strahan* pretends he hath Notes under Mr. *Urquhart's* Hand for 400 and odd Pounds, and Mr. *Urquhart* hath a Note under his Hand for about that Sum, therefore Mr. *Urquhart* apprehends there is nothing due to him, all the Notes on both sides were made in the Year 1718.

10thly. *John Turing* pretends he hath a Demand on Mr. *Urquhart* for drawing a Child's Picture by the Order of a Nurse, which, though not worth a Shilling, and done unknown to him, he gave *Turing* two Guineas and his Picture again.

11thly. Mr. *James Innes's* was a Bargain for *South-Sea* Stock, but is now adjusted and satisfied.

Lastly. *Andrew Dunlopp*, *George Ross*, and *Edward Fitchets* are small Debts that he always intended and never denied to pay.

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*Alexander Urquhart, Esq;*